

REMARKS

Claims 1, 6-9, 11 and 12 now stand in the application, claims 2-5 canceled above and claim 1 amended to incorporate the limitations of those claims to the extent not already recited in claim 1. Entry of the above amendments is respectfully requested in that no new issues are raised and at a minimum the amendments would place the case in better condition for appeal by reducing issues to be considered. Reconsideration of the application and allowance of all claims are respectfully requested in view of the above amendments and the following remarks.

Smith does state at line 16-18 of column 6 that the strength member array 18 may be a braid, but there is no suggestion anywherein Smith of using monofilaments for this braid. As shown best in figures 1 and 2 the strength member array 18 is a braid made from strength members 21. The strength member 21 is not a monofilament but a multifilament member comprising a multitude of monofilaments 22 encompassed by a low friction layer 24. Nowhere in Smith is there a suggestion to use monofilaments for making a braid in order to increase abrasion resistance of the sheath of a cable.

Andrieu discloses a wraparound sleeve formed by braiding for the protection of elongated articles such as cables. The sleeve is provided with closure means. Such wraparound sleeves are wrapped around elongated articles but are not used under a cable sheath. The braid consists of multifilament yarns 11 and monofilaments 13. The monofilaments may have a diameter of 8-15 mils. Andrieu does not disclose an abrasion resistant cable sheath with a braid of monofiaments of polyamide or polyethersulfon.

It is first to be noted that Andrieu teaches a structure particularly suited to protection on the outside of elongated articles. It is formed of a combination of yarns and monofilaments and is structured to have a Velcro-like closure function. If one of skill in the art were to consider Andrieu and Smith, it would be apparent that the protective sleeve of Andrieu and the strength member array 18 of Smith are designed for different applications and different purposes, and the monofilament diameter suitable for constructing a sheath with a Velcro-like closure would not be applicable to the structure of a strength braid used in a cable structure underneath a protective sheath. There is nothing to suggest that in another environment, without the need for Velcro-like closure and underneath a protective sheath, there would be any reason to use the monofilament diameter of Andrieu. Without any such teaching, and given the significantly different environments for which the layers were designed, it could only be through hindsight that Andrieu could be said to teach a particular monofilament diameter for the structure of Smith.

Second, Claim 1 defines a braid of monofilament elements each having a diameter in the range of 0.15 to 0.25 mm. Smith teaches a braid of strength members, but not a braid of individual monofilaments. If Andrieu were considered to teach some range of diameters for the monofilament elements in its Velcro-closure sheath, what would that have taught the artisan as to a suitable diameter for strength members 21 which would have very different characteristics because they are made of multiple elements instead of one?

Third, the array 18 of Smith is not a braid of monofilaments, but a braid of strength members each of which is formed of a plurality of monofilaments. So even if the structural teachings of the references were combined in the manner proposed by the examiner, which

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applicant believes would not have been obvious for at least the reasons given above, the claimed invention would not have resulted.

For all of the above reasons, it is respectfully submitted that the invention defined in the present claims would not have been obvious to one of ordinary skill in the art from the teachings of Smith and Andrieu.

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

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